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COLLECTIVE BARGAINING AGREEMENT

X January 1, 1986 - December 31, 1988

between the

BURLINGTON COUNTY LODGE NO. 2
FRATERNAL ORDER OF POLICE
(Bordentown Township Police Officer's Association)

and the
Bordentown Township
TOWNSHIP OF BORDENTOWN (Employer)

THIS AGREEMENT, made and entered into this 23rd day of December, 1985, by and between the TOWNSHIP COMMITTEE OF THE TOWNSHIP OF BORDENTOWN, a body corporate and politic, hereafter referred to as the "Township"; and BURLINGTON COUNTY LODGE NO. 2, FRATERNAL ORDER OF POLICE (Bordentown Township Police Officer's Association), hereafter referred to as the "Association";

IN CONSIDERATION of the mutual promises contained herein, IT IS HEREBY AGREED AS FOLLOWS:

1. **PURPOSE:** This Agreement is entered into in order to promote harmonious relations between the Township and the Association, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the full agreement between the parties concerning the terms and conditions of employment as agreed upon through good faith negotiations.

2. **RECOGNITION OF BARGAINING UNIT:** The Township

recognizes the Association as the sole and exclusive collective negotiating representative for all members of the Bordentown Township Police Department holding the rank of Police Officer or Sergeant. All other members of the Police Department and all other Township Employees are specifically excluded.

3. NON-DISCRIMINATION: The Township and the Association agree that all provisions of this Agreement shall be applied equally to all employee members of the Association in compliance with applicable law against discrimination as to race, color, creed, national origin, age, sex, marital status or legitimate activity in the Association. Any references in this Agreement to employees of the male gender have been used for convenience only and shall be construed to include both male and female employees. All references to "employee" or "member" shall mean those individuals included within the bargaining unit for the purposes of this contract without regard to actual Association membership.

4. MANAGEMENT RIGHTS: The Township shall have the right to determine all matters concerning the management or administration of the Township and the Police Department, subject to the provisions of this Agreement.

The Township shall have the right to make such reasonable rules and regulations respecting the conduct of the member employees, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety and/or efficient operations. The Township agrees prior to the adoption of such additional rules and regulations to first advise

the President of the Association of the proposed rule or regulations and afford the members of the Association the opportunity to be heard, but this shall not be applicable to existing rules and regulations.

5. GRIEVANCE PROCEDURE:

A. A grievance, as used in this Agreement, is defined as an alleged breach, misinterpretation or misapplication of terms of this Agreement. Matters within the jurisdiction of the Department of Civil Service, including but not limited to suspensions, reduction in rank, discharges or any other administrative action affecting the classification or status of an employee, are not subject to the grievance procedure.

B. No settlement of a grievance shall contravene the provisions of this Agreement.

C. A day, as used in this Agreement where the time limit is established as ten (10) days or less, is defined as a weekday, which shall exclude Saturday, Sunday and official Township holidays. A day, as used in this Agreement where the time limit is established as eleven (11) days or more, is defined as a calendar day, except that where the last day upon which an action may or shall be taken falls on a Saturday, Sunday or official Township holiday, then the action shall be valid if taken on the next following day on which the Township offices are open for business.

D. An aggrieved person must present the grievance to (1) the Chief of Police within five (5) days of the occurrence of the event giving rise to the grievance. The Chief of Police shall

attempt to adjust the matter within five (5) days by meeting with the aggrieved person and shall render a decision.

E. If the aggrieved person is not satisfied with the decision required in Paragraph D, or if no decision is rendered within the five (5) day period, the grievance shall be reduced to writing by the aggrieved person and presented to the Township Administrator within five (5) days after the decision is rendered or after the expiration of the five (5) day period, if no decision is rendered. The written grievance shall be dated and signed by the aggrieved party and shall set forth the facts upon which the grievance is based, including dates and names of other persons involved, the provision(s) of this Agreement that are alleged to have been violated, and the remedy desired. The aggrieved person shall serve a copy of the written grievance upon the Chief of Police and upon the President of the Association. The Township Administrator or the designated representative of the Township Administrator shall meet with the aggrieved person, the President of the Association and the Chief of Police. The decision of the Township Administrator shall be rendered, in writing, within thirty (30) days after the grievance is presented to the Township Administrator with copies to the Township Committee and to the President of the Association.

F. If the aggrieved person is not satisfied with the decision rendered in Paragraph E or if no decision is rendered within the thirty (30) day period, it shall be presented to the Township Committee within five (5) days after the decision is

rendered or after the expiration of the thirty (30) day period provided for in Paragraph E, if no decision is rendered. The written grievance shall include the information set forth in Paragraph E and shall have attached copies of the decisions rendered at the first and second levels, if rendered. A copy of the grievance shall be served upon the Township Administrator and the President of the Association. The Township Committee may meet with the aggrieved person and such other individuals whom the Township Committee may determine to be necessary or appropriate for the purpose of adjusting or resolving the grievance. The Township Committee shall render a final written decision on the grievance within thirty (30) days after receipt of the written grievance.

G. The aggrieved person shall have the right to appear alone or with a representative of his or her choice.

H. Any grievance arising out of the provisions of this Agreement relating to OVERTIME or to LONGEVITY shall be initiated by filing the grievance with the Township Administrator.

I. If a grievance is not appealed within the time limits set forth above, the grievance shall be deemed settled.

6. **SALARY:** The schedule below is established as the annual salary rate schedule for the positions specified during the term of this Agreement. The hourly rate set forth is agreed upon as the applicable hourly rate for all purposes requiring the computation of an hourly rate.

| STEP | 1986 | 1987 | 1988 |
|--------------|-------------|-------------|-------------|
| I - Annual | \$16,035.84 | \$17,873.28 | \$18,833.76 |
| - Hourly | \$ 7.68 | 8.56 | 9.02 |
| II - Annual | \$16,912.80 | \$19,543.68 | \$20,587.68 |
| - Hourly | \$ 8.10 | \$ 9.36 | \$ 9.86 |
| III - Annual | \$18,499.68 | \$21,172.32 | \$22,341.60 |
| - Hourly | \$ 8.86 | \$ 10.14 | \$ 10.70 |
| IV - Annual | \$20,044.80 | \$22,842.72 | \$24,095.52 |
| - Hourly | \$ 9.60 | \$ 10.94 | \$ 11.54 |
| V - Annual | \$21,631.00 | \$25,056.00 | \$26,434.08 |
| - Hourly | \$ 10.36 | \$ 12.00 | \$ 12.66 |
| VI - Annual | \$23,761.44 | | |
| - Hourly | \$ 11.38 | | |
| SGT - Annual | \$25,348.32 | \$26,726.40 | \$28,188.00 |
| SGT - Hourly | \$ 12.14 | \$ 12.80 | \$ 13.50 |

It is the intent and purpose of this Agreement to eliminate Step VI for Police Officers as of January 1, 1987.

The Salary Rate Schedule established for 1986 shall be effective as of January 1, 1986.

The Salary Rate Schedule established for 1987 shall be

effective as of January 1, 1987

The Salary Rate Schedule established for 1988 shall be effective as of January 1, 1988.

The Township shall have the right to make awards for meritorious service to employees who perform in an exemplary manner. The determination of the recipients and the amount of the awards shall be within the exclusive discretion of the Township.

If a member was initially employed on or before June 30th of his or her first year as a full-time member of the Police Department, it shall be considered that that period of employment during that first year was a full year and shall be counted as a full year of service for the above schedule. If a member was initially employed after June 30th of his or her first year as a full-time member of the Police Department, that period of employment during the first year shall not be considered as constituting a year of service or part thereof in reference to the above schedule.

7. UNIFORM MAINTENANCE. The Township shall issue each member of the Association appropriate uniforms. The members shall be responsible for the laundry, care and maintenance of the uniforms. The members shall receive an annual payment of \$435.00 as compensation for the laundry and maintenance expenses.

8. HOLIDAYS. The Township shall designate by Resolution twelve (12) holidays each year, applicable to members of the Association. For purposes of complying with this provision, the holidays designated in the Resolution shall be on the day on which the specific holiday occurs, even though, because it may fall on a

weekend, it may be generally celebrated on the preceding Friday or following Monday.

Any additional holidays granted generally to Township Employees will be made applicable to members of the Association.

Any member of the Association who is either not scheduled to work on a holiday and is required to work or who is required to work more than originally scheduled, shall receive payment for the added time at the rate of double time.

9. **PERSONAL DAYS.** Each member of the Association shall be allowed three (3) personal days with pay for personal leave purposes, provided that sufficient prior notification is given to the Chief of Police so that arrangements can be made to provide coverage for the position in performing the Department's function.

10. **VACATION:** Members of the Association shall be entitled to an annual paid vacation as follows:

| <u>COMPLETED YEARS OF</u> <u>CONTINUOUS SERVICE</u> | <u>DAYS OF PAID</u> <u>VACATION</u> |
|--|--|
| Up to 1 | One day per month |
| 1 to 5 | 12 |
| 6 to 12 | 15 |
| 13 to 20 | 20 |
| 21 or more | 25 |

A member of the Association who is taken ill on authorized vacation leave may report the circumstances to the Chief of Police by telephone or wire, and upon presentation of a physician's certificate, may be allowed to charge to sick leave the time lost by

reason of illness on vacation leave.

The "Completed Years of Continuous Service" shall mean the years of service completed prior to December 1st in each year.

Vacation periods shall be coordinated and established by the Chief of Police. Any unused vacation time shall not accumulate from year to year, except that when a member is precluded from using vacation leave by reason of emergency as declared by the Chief of Police, the member shall be permitted to carry over that vacation leave which was so precluded to the following year.

11. **SICK LEAVE:** It is the intention of sick leave to accommodate those employees who are unable to report for work due to illness. Accordingly, member employees shall be entitled to sick leave annually as follows:

COMPLETED YEARS OF
CONTINUOUS SERVICE

DAYS OF PAID
SICK LEAVE

Up to 1

One day per month

1 or more

15

Members shall be entitled to accumulate sick leave without restriction from year to year.

Members shall be given a written accounting of accumulated sick leave days on or about February 1st of each year.

Each member employee of the Township shall be entitled upon retirement to receive a lump sum payment as supplemental compensation for each full day of earned and unused accumulated sick leave which is credited on the effective date of retirement. The supplemental compensation payment shall be computed at the rate of

one-half of the daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of service prior to the effective date of retirement, provided, however, that no such lump sum supplemental compensation payment shall exceed \$12,000.

Retirement is defined as termination of employment with the Township for the purpose of being retired from one's former occupation or office based upon eligibility to apply for and receive a pension.

The definition of retirement shall not include involuntary termination of employment with the Township or termination of employment with the Township for purposes of seeking or accepting employment elsewhere.

12. WORKER'S COMPENSATION INSURANCE: As required by law, the Township shall provide, at its sole expense, worker's compensation coverage for each member employee. This coverage may be provided on an insurance basis or on a self-insured basis by the Township.

Additionally, the Township shall provide, at its sole expense, an insurance policy covering each member which will provide payment of fifty dollars (\$50.00) each week in the event of a job-related disability resulting in the incapacitation of the member, for a maximum of one hundred and four (104) weeks. During the period of disability, the Township shall pay, on behalf of the member, any contributions to the Police and Fireman's Retirement System.

13. **LONGEVITY:** A member of the Association who has completed the indicated number of years of continuous full-time employment with the Township shall be entitled to the specified longevity payment, provided that the periods of continuous service shall have been completed prior to December 1 in each year. The members of the Association entitled to longevity payments shall be compensated by a single lump sum payment in accordance with the provisions of Paragraph 27 of this Agreement.

| <u>YEARS OF SERVICE</u> | <u>LONGEVITY PAYMENT</u> |
|-------------------------|--------------------------|
| 5 | \$ 500.00 |
| 10 | \$1,000.00 |
| 15 | \$1,500.00 |

14. **OVERTIME:** From the date of execution of this Agreement, any member employee who shall work more than 40 hours during the established 7 day work period or more than 8 hours during the established 24 hour work day shall be compensated for the hours worked over 40 or 8, as the case may be, at one and one-half times his/her normal hourly rate. When time changes due to going on or leaving day light savings time occur, the employee will be paid for the actual time worked, whether 7 hours or 9 hours at straight rate time.

This provision shall be interpreted so that overtime, whether worked on a voluntary or forced basis shall not become straight time due to the fact that the employee utilized a contractual benefit day during the work period. Sick leave is not a contractual benefit day.

This provision shall further be interpreted so that overtime, when worked on a forced basis due to the extension of a shift because a replacement is not available, shall not become straight time due to the fact that the employee utilized contractual sick time during the work week.

All employees are subject to being called for duty in an emergency. Whenever reasonably possible, employees scheduled for vacation shall be the last to be called for emergency duty.

For purposes of payroll calculations the work week shall commence at 12:01 A.M. Saturday.

15. BEREAVEMENT LEAVE: If a death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and be with the family without loss of pay from the day of death until the day after the funeral, but not more than a total of four (4) days. If a death occurs among other members of an employee's family, the employee will be excused from work to attend the funeral without loss of pay for one (1) day.

The phrase "members of an employee's immediate family" shall mean spouse, child, mother, father, sister or brother.

The phrase "other members of an employee's family" shall mean grandparent, grandchild, uncle, aunt, nephew, niece, cousin, or a step-relationship or in-law relationship to any particular relative defined as being either a member of an employee's immediate family or other member of an employee's family.

16. OTHER LEAVES OF ABSENCE: Other leaves of absence may be provided consistent with the provisions of N.J.S.A. 40A:14-136

and 40A:14-137.

17. SHIFT DIFFERENTIAL: A differential in pay will be accorded to employees assigned to the following shifts:

| | |
|-----------------------|----------------|
| 4 p.m. to 12 midnight | \$.25 per hour |
| 12 midnight to 8 a.m. | \$.35 per hour |

18. PERSONAL PROPERTY: The Township shall reimburse each member of the Association for the cost of prescription eyeglasses lost or damaged in the performance of duty, provided it shall not exceed \$50.00, upon presentation of a bill for such article. The member shall immediately notify the Chief of Police of the occurrence of loss or damage either during or immediately following the duty shift assignment to be eligible for the reimbursement.

19. SHOES AND JUMP BOOTS: The Township shall provide each member of the Association with one pair of appropriate shoes (to be manufactured by Bates or equivalent) per year to be worn on duty at all times. The Township shall further provide each member of the Association with one pair of jump boots for use in inclement weather; the jump boots shall be replaced every third year.

20. OTHER INSURANCE: There shall be provided for all members the following insurance:

- A. Blue Cross: 280 Plan Coverage at the sole expense of the Township.
- B. Blue Shield: 780 Plan Coverage at the sole expense of the Township.
- C. Major Medical: Rider J Coverage at the sole expense of the Township.
- D. For purposes of this Agreement, coverage under Sections A, B and C above shall include single, husband and wife, or family coverage as applicable

to the individual employee, at the expense of the Township.

- E. The Employee shall have the right to elect coverage under Blue Cross, Blue Shield, Major Medical as set forth in Paragraphs A, B and C above, or to elect H.M.O. coverage that may be made available through the Township.
- F. Police Professional Liability: The Township shall provide for insurance coverage or shall be responsible for indemnification of a member in accordance with the Township's Indemnification Ordinance adopted pursuant to the provisions of N.J.S.A. 59:10-4. The Township agrees to maintain the Indemnification Ordinance providing for the indemnification of employees except for punitive or exemplary damages or damages resulting from the commission of a crime.
- G. Police Accident and Income Protection as set forth in Paragraph 12 of this Agreement.
- H. Participation in the New Jersey Police and Fireman's Retirement System.
- I. A prescription plan through Boyd's Pharmacy for each officer at the following rates:
 - Single - \$ 6.00 per month
 - Husband & Wife - \$12.50 per month
 - Family - \$15.50 per month

Any increase in rates shall be borne by the individual member. It is understood that Boyd's currently requires a co-pay amount of \$2.00 and certain other limitations apply in accordance with the contract between Boyd's and the Township.

21. MAINTENANCE OF WORK OPERATIONS:

A. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his or her position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township. The Association agrees that such action will constitute a material breach of this Agreement.

B. The Association agrees that it will make every reasonable effort to prevent its members from participating in any job action such as described above.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

22. PAID LEAVE FOR ASSOCIATION REPRESENTATIVES: Pursuant to N.J.S.A. 11:26C-4, the Township agrees to give a leave of absence from scheduled day of work with pay to duly authorized representatives of the Association to attend any State or national convention of the Fraternal Order of Police, provided that (a) such leave shall be limited in the aggregate to ten (10) days in a

calendar year; (b) such leave shall not interfere with the normal functioning of the Police Department; and (c) such leave, when taken, shall not be subject to or affect overtime (for whatever reason) or shift differential payment, but such payment shall be made at the base annual salary.

23. PART-TIME EMPLOYMENT: Members of the Association who wish outside part-time employment, whether in or outside the boundaries of the Township, shall apply for the same and first receive approval from the Chief of Police. Approval may be denied if the proposed outside employment will result in a conflict with the employee's police duties. In the event that permission is not granted, the employee may appeal the decision to the entire Township Committee.

Provided, however, that such part-time employment shall not be permitted in any case where it would make the Township liable for overtime pay or for any increase in its payroll, insurance or contributory costs.

The application of this paragraph shall be governed by the "Resolution Establishing a Policy Regarding Use of Township Uniforms by Law Enforcement Personnel While Off-Duty" as adopted May 22, 1979. A copy of the said Resolution is attached to this contract and is incorporated herein.

24. BENEFITS TO BE PRO-RATED: In the event that a member of the Association becomes initially employed in the Police Department, any benefits which he or she would enjoy under this Agreement shall be, where applicable, applied pro rata to the number

of days of employment based on a 365 day year.

25. ASSOCIATION DUES. The Township shall deduct Association Dues from the pay of each member who signs a written authorization for the Township to do so. These monies shall be paid to the Association's designated representative on a periodic basis.

26. CALL BACK AND COURT APPEARANCES: When a member of the Association is called back to work at a time when he or she is off or when a member of the Association is called in for a court appearance, that person shall work for a minimum of two hours on each such occurrence and be paid accordingly. If the call back or court appearance lasts for less than the minimum two hours, the remaining time necessary to make up the two hours shall be utilized for other police related duties at the direction of the Chief of Police.

27. LUMP SUM PAYMENTS: All lump sum payment checks are to be paid during the last week of June and the last week in November. One half of the yearly payment at each time.

28. TRAINING PROGRAMS: The Township shall establish a program of training for police officers. In order to accomplish training goals a reasonable effort shall be made to enable each officer to attend one (1) training program per year, provided that the attendance at any training program can be accomplished by scheduling adjustments so that the Township will not be obligated for any overtime costs as the result of the training program.

29. REIMBURSEMENT FOR "BULLETPROOF" VESTS: The Township agrees to pay a one-time reimbursement allowance, not to exceed

\$250.00, to any police officer who submits a receipt showing at least that level of expenditure for the purchase of a "bulletproof" vest. The vest purchased must equal or exceed the standards for such vests established by the Chief of Police. The police officer receiving the reimbursement shall be solely responsible for the maintenance of the vest and shall be required, in accordance with regulations established by the Chief of Police, to wear the vest at all times while on duty.

30. PAST PRACTICES: This Agreement supersedes any past practice not otherwise covered by this Agreement and it supersedes any previous Agreement, verbal or written between the parties or any of them.

31. TERM OF AGREEMENT: This Agreement shall take effect on January 1, 1986, and shall expire on December 31, 1988. Additionally, this Agreement shall continue in full force and effect thereafter from year to year unless either party notifies the other in writing at least one hundred and fifty (150) days prior to the budget submission date or the expiration of the contract, whichever shall first occur, as established by the Public Employment Relations Commission, of its election to terminate or modify this Agreement.

32. FULL UNDERSTANDING: This Agreement constitutes the entire understanding of the parties. It is the intent of the parties that during the term of this Agreement that neither side shall be required to negotiate or to re-negotiate over any of the subjects herein contained and that the contractual understanding between the parties shall, during the term of this Agreement, be

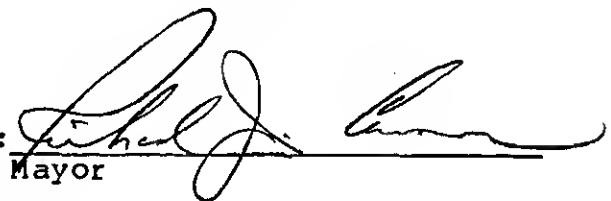
governed by the provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officials on the day and year above first written.

ATTEST:


Township Clerk


TOWNSHIP OF BORDENTOWN

By: 
Mayor

ATTEST:


Secretary

LODGE NO. 2, F.O.P.

By: 
President

TOWNSHIP OF BORDENTOWN
BURLINGTON COUNTY, N.J.

RESOLUTION ESTABLISHING A POLICY
REGARDING USE OF TOWNSHIP UNIFORMS
BY LAW ENFORCEMENT PERSONNEL WHILE
OFF-DUTY.

WHEREAS, there exists a need to establish a policy regarding the use of Township uniforms by law enforcement personnel while off-duty; and

WHEREAS, the Township Committee desires and deems it necessary to set forth such policy for all law enforcement personnel in its employ,

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The use of a township uniform or part thereof while in off-duty employment is permissible expressly subject to all of the following conditions:

- a. The employee shall first seek and obtain written approval for said employment from the Director of Police.
- b. The employee shall upon receiving approval for said employment from the Director of Police submit in writing a request to utilize Township uniforms during the course of approved off-duty employment setting forth the nature and duration of said employment.
- c. The employee shall provide the Director of Police with a written signed statement holding the Township harmless for any injury sustained or liability incurred by the employee while in off-duty employment utilizing a Township uniform. (A copy of an acceptable statement is attached hereto).

- d. The employee shall obtain from the off-duty employer and submit to the Director of Police a copy of the liability and workers compensation insurance coverage to be provided to the employee during the term of off-duty employment.

BE IT FURTHER RESOLVED that this policy shall take effect immediately.

SAMPLE

George Moyer, Chief
Acting Chief of Police
Township of Bordentown
Municipal Drive
Bordentown, New Jersey 08505

RE: Off Duty Employment - U.S. 206-130 Project
Union Paving Company - Wearing of Township Uniforms

Dear Chief Moyer:..

Please be advised that I am a Bordentown Township Police Officer who will be employed, off duty, for Union Paving Company during the term of the above captioned project.

I recognize that while off duty as a Township Policeman and in the employ of Union Paving Company, the Township bears no official responsibility for any injuries or liability that I may incur while I am not on duty for the Township of Bordentown. Be further advised, that my employer has informed me that liability and worker's compensation coverage will be furnished me during the term of my off duty employment.

Yours sincerely,

cc/Committeeman Stephen Benowitz
Administrator Joseph Lawrence